



Decision

Matter of: Salient CRGT, Inc.

File: B-423640.2; B-423640.4

Date: January 5, 2026

DOCUMENT FOR PUBLIC RELEASE

The decision issued on the date below was subject to a GAO Protective Order. This redacted version has been approved for public release.

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Matthew T. Donahue, Esq., Katie L. Oyler, Esq., Tiffany J. Williams, Esq., and Cathryn F. Beaman, Esq., Defense Counterintelligence and Security Agency, for the agency.

Heather Self, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest arguing agency unreasonably assessed the relevancy of awardee's experience and assigned a rating of high confidence is denied where the evaluation was reasonable and consistent with the solicitation.
2. Protest challenging evaluation of adequacy of awardee's price is denied where the evaluation was reasonable and consistent with the solicitation.
3. Alleged errors with the agency's evaluation of the protester's own quotation provide no basis to sustain protest where protester cannot demonstrate it would have been competitively prejudiced by the alleged errors.

DECISION

Salient CRGT, Inc.¹ (Salient), of Fairfax, Virginia, protests the issuance of a federal supply schedule (FSS) order to Omni Fed LLC (Omni), of Gainesville, Virginia, under request for quotations (RFQ) No. HS002125QE008, issued by the Department of Defense (DOD), Defense Counterintelligence and Security Agency (DCSA) for information technology (IT) cloud services and development, security, and operations

¹ Salient CRGT, Inc. is a wholly owned subsidiary of GovCIO, LLC. Protest at 1. The record and submissions by the parties refer to Salient and GovCIO interchangeably. For consistency, we refer only to Salient, the vendor that submitted a quotation.

(DevSecOps) services. The protester challenges the agency's evaluation of both Salient's and Omni's quotations and the resulting best-value tradeoff source selection decision.

We deny the protest.

BACKGROUND

On January 24, 2025, using the procedures of Federal Acquisition Regulation (FAR) subpart 8.4, the agency issued the solicitation to holders of FSS contracts for IT professional services under special item number 54151S. Contracting Officer's Statement (COS) at 3; Agency Report (AR), Tab 5a, RFQ at 2.² The solicitation's stated purpose was to procure "National Background Investigation System (NBIS), NBIS Cloud and DevSecOps Managed Service Provider (MSP) services as defined in the Performance Work Statement (PWS)." RFQ at 2. The solicitation describes the NBIS as "the federal Government's one-stop-shop IT system for end-to-end personnel vetting--from initiation and application to background investigation, adjudication, and continuous vetting." AR, Tab 5d, RFQ attach. 2, PWS at 4.

The solicitation explained:

The Cloud and DevSecOps MSP will underpin all software development across numerous other contracts and task orders issued by the NBIS program. The NBIS system has historically been comprised of a compilation of IT resources from several Agencies, but operated as a large, monolithic, on-premises system. This structure has led to NBIS being riddled with cybersecurity issues and IT modernization failures, to the point that GAO and Congress have issued several directives to DCSA to rectify the system. To secure and modernize the system, the PMO^[3] will systematically modernize each component of NBIS via user-focused agile best practices, and transform the monolith into modular, cloud-based services that are secure and scalable. The Cloud & DevSecOps MSP contact will be a key enabler of the entire NBIS modernization, underpinning all software development and cloud capabilities.

Id.; RFQ at 2.

The solicitation contemplated issuance of a single order with both fixed-price and time-and-materials contract line item numbers (CLINs) with a 1-year base period and four 1-year option periods. AR, Tab 5c, RFQ attach. 1, Instructions and Evaluation

² Our citations use the Adobe PDF pagination of documents in the record.

³While not defined in the solicitation, in the federal procurement sphere the acronym PMO is commonly understood to mean project management office.

Criteria at 18, 20, 22. The solicitation provided for award to be made on a best-value tradeoff basis considering the following five evaluation factors: (1) DOD facility security clearance; (2) recent and relevant experience; (3) technical approach--oral presentation; (4) case study approach--oral presentation; and (5) price. *Id.* at 22, 24. For the first factor, the agency would assign a pass/fail rating; for the second, third, and fourth factors, the agency would assign confidence ratings of high, medium, or low; and for the fifth factor, the agency would not assign a rating but would calculate a total evaluated price (TEP). *Id.* at 24. These factors--experience, technical approach, and case study approach--were equally important, and when combined with the pass/fail security clearance factor, were significantly more important than price. *Id.*

The agency received 11 submissions in response to the RFQ, including the protester's and awardee's quotations. AR, Tab 16, Award Decision at 2. On June 5, DCSA issued an order to Omni, and Salient protested that selection decision to our Office on June 16. COS at 6. In response to Salient's June protest, DCSA notified our Office of its intent to take corrective action by reevaluating Salient's and Omni's quotations and making a new source selection decision; as a result, we dismissed the June protest as academic. *Salient CRGT, Inc.*, B-423640, July 9, 2025 (unpublished decision).

As part of the agency's corrective action, DCSA reevaluated Salient's and Omni's quotations, which were assessed as follows:

	Salient	Omni
DOD Facility Security Clearance	Pass	Pass
Recent and Relevant Experience	High Confidence	High Confidence
Technical Approach	Low Confidence	High Confidence
Case Study Approach	Low Confidence	High Confidence
Price - TEP⁴	\$550,151,834	\$472,230,815

AR, Tab 16, Award Decision at 4, 34. Based on reevaluations and a comparative assessment of proposals, the source selection authority (SSA) reaffirmed the selection of Omni's higher-rated and lower-priced quotation as the best value. *Id.* at 35; COS at 6. After being notified of the selection decision, Salient filed this protest with our Office.

DISCUSSION

Salient challenges DCSA's evaluation of the awardee's experience, arguing the agency unreasonably assigned Omni's quotation a rating of high confidence when Omni does not have experience similar in scope and scale to the solicited requirement. Additionally, Salient takes issue with DCSA's evaluation of the awardee's quotation under the price factor because, the protester claims, Omni quoted an insufficient level of

⁴ We rounded prices to the nearest dollar.

effort. Finally, Salient contends these and other variously alleged evaluation errors rendered DCSA's best-value tradeoff unreasonable. While we do not discuss in detail each of Salient's challenges to the agency's evaluation of quotations and the resulting tradeoff, we have considered them all and conclude none provides a basis to sustain the protest.⁵

Awardee's Recent and Relevant Experience

Salient challenges DCSA's evaluation of the awardee's experience, arguing the agency: (1) ignored the dollar value of Omni's prior experience references in assessing relevancy; (2) otherwise unreasonably assessed the scope and scale of each of Omni's reference contracts; and (3) failed to consider that Omni relied upon subcontractor experience for at least half of its reference contracts. For the reasons discussed below, we deny Salient's challenges to the evaluation of Omni's experience.

When, as here, an agency conducts a competition among FSS contract holders, we will not reevaluate quotations; rather we will review the record to ensure the evaluation is reasonable and consistent with the terms of the solicitation and applicable procurement laws and regulations. *Longevity Consulting, LLC*, B-415596.2, July 17, 2018, 2018 CPD ¶ 373 at 4. Specific to experience, we note such an evaluation, by its very nature, is subjective, and a protester's disagreement with an agency's evaluation judgments does not demonstrate that those judgements are unreasonable. *Kingfisher Sys., Inc.; Blue Glacier Mgmt. Group, Inc.*, B-417149 *et al.*, Apr. 1, 2019, 2019 CPD ¶ 118 at 5. Additionally, while an agency's evaluation judgments must be documented in sufficient detail to show they are reasonable, for FSS procurements that require a statement of work, such as the RFQ here, the FAR designates limited documentation requirements. FAR 8.405-2(f); *Slalom Inc.*, B-422623 *et al.*, Aug. 29, 2024, 2024 CPD ¶ 207 at 9.

⁵ For example, the protester raises a plethora of challenges to DCSA's evaluation of Salient's own quotation under the technical approach and case study approach factors. See generally Protest at 7-19; Comments & Supp. Protest at 9-21; Supp. Comments at 13-16. As explained below, we find that even if the agency erred in its evaluation of Salient's quotation, the protester cannot demonstrate competitive prejudice from any such errors.

Additionally, while not presented as a distinct protest ground, underlying the protester's numerous arguments taking issue with Salient's evaluation are allegations that DCSA improperly relied upon artificial intelligence (AI), rather than agency evaluators, to conduct the evaluation. Protest at 7, 16. In its report responding to the protest, the agency addressed these allegations. COS at 24, 35 (attesting that "human evaluators" assessed quotations); MOL at 5. Salient's comments on the agency report do not rebut or otherwise address DCSA's response. As a result, we consider the protester's AI allegations abandoned and dismiss them accordingly. 4 C.F.R. § 21.3(i)(3); see *QuanTech Servs., Inc.*, B-417347, B-417347.2, May 29, 2019, 2019 CPD ¶ 203 at 6.

Additional Background

For the recent and relevant experience factor, the solicitation instructed vendors to “describe experience on other contracts, performing work similar or related to four major Performance Requirements in the PWS (Sections 3.1, 3.2, 3.3 and 3.5).” AR, Tab 5c, RFQ attach. 1, Instructions and Evaluation Criteria at 10. Vendors were permitted to submit up to four prior contracts using an “Experience Certification Form” provided as an RFQ attachment to be completed by the contract customer, and through a narrative submission, in which vendors were required to “explain how the prior experience represents similar scope and scale” to the PWS requirements. *Id.* Submitted reference contracts could be for government or private sector work and could include work performed by the vendor submitting the quotation--the prime--or work performed by teaming partners or subcontractors included in the quotation. *Id.* The solicitation required “[a]t least one example” of prior experience to be from the prime. *Id.* Additionally, the solicitation provided: “Prior experience of proposed teammates or subcontractors is acceptable, however the Prime Quoter is highly desired to have at least 50 [percent] of the experience references.” *Id.* Pertinent here, neither the “Experience Certification Form” nor the narrative submittal required a vendor to indicate the dollar value of the experience contracts included in its quotation. See *id.* at 10-11; see generally AR, Tab 5e, RFQ attach. 3, Experience Certification Form.

The RFQ advised that the agency would evaluate each vendor’s “written narrative, and experience documented in the Experience Certification forms to determine the extent to which it is similar in scope and scale to the PWS requirements.” AR, Tab 5c, RFQ attach. 1, Instructions and Evaluation Criteria at 25. The agency would consider how a vendor’s experience tracked with four specific areas of PWS requirements: provision of secure cloud landing zone capabilities (PWS 3.1); provision of DevSecOps capabilities (PWS 3.2); provision of onboarding, support, operations, and compliance services (PWS 3.3); and provision of software product management services (PWS 3.5). *Id.* The solicitation explained the agency would “not evaluate confidence based solely on the number or scale of experiences submitted,” but “based on how the experiences submitted demonstrate an understanding of the PWS requirements, and successful performance of similar or same services.” *Id.* at 26.

The record shows Omni submitted four reference contracts, two performed by Omni and two performed by Omni’s quoted teammates. AR, Tab 7a, Omni Quotation--Experience Volume (Vol.) at 2. The evaluators considered all four contracts to be “highly relevant to the PWS sections 3.1, 3.2, 3.3, and 3.5 requirements,” and found Omni’s reference contracts overall “very similar in scope and scale” to the PWS requirements. AR, Tab 25, Omni Evaluation at 2-3 (emphasis omitted). The evaluators concluded Omni “clearly tied their team’s experience to the NBIS requirements,” and assigned a rating of high confidence indicating that Omni understood the requirement and could be successful in performing the work outlined in the PWS. *Id.* at 5.

The protester argues DCSA “unreasonably assessed Omni a High Confidence rating for Factor 2, Recent and Relevant Experience, despite Omni having no prior experience

anywhere near the size and scope of the NBIS procurement.” Protest at 5 (emphasis omitted). DCSA maintains “this allegation is factually inaccurate and a mere disagreement with the Agency’s evaluation.” Memorandum of Law (MOL) at 8. We agree with the agency.

Meaning of Scale

As an initial matter we must resolve a dispute between the parties about the meaning of the term “scale” as used in, but not defined by, the solicitation’s evaluation criteria, which stated the agency would assess the extent to which a vendor’s experience was “similar in scope and scale to the PWS requirements.” AR, Tab 5c, RFQ attach. 1, Instructions and Evaluation Criteria at 25.

As noted above, the protester contends Omni has no prior experience “anywhere near the size and scope” of the procurement at issue here. Protest at 5 (emphasis omitted). The protester bases this contention primarily on a comparison of the dollar value of the issued order, which is over \$400 million, to the value of prior federal awards received by Omni, of which none involving cloud services has an obligated amount over \$10 million, according to the protester. *Id.* at 6.

The agency responds that “the Protester is introducing an evaluation criterion that was not contemplated by the RFQ--the value of reference contracts.” MOL at 9. The agency acknowledges the solicitation did not define the term “scale,” but notes “[t]he RFQ did not ask for the value of reference contracts” to be included in vendors’ narrative submissions or on vendors’ Experience Verification Forms. *Id.* at 9-10. Instead, the agency maintains, the RFQ’s evaluation criteria focused on “how the Quoter’s experience demonstrated an understanding of the [PWS] requirements and successful performance of similar or same services.” COS at 20 (citing AR, Tab 5c, RFQ attach. 1, Instructions and Evaluation Criteria at 25-26).

The protester replies that, while not defined in the RFQ, “the ordinary dictionary definition of ‘scale’ is a ‘distinctive relative size, extent, or degree’ of something.” Comments & Supp. Protest at 5. Thus, the protester argues, “[w]hile dollar value may not be determinative of scale, it is certainly relevant to the analysis and a [sic] provides a reasonable and logical basis for evaluating the scale of prior experiences,” which the agency unreasonably ignored. *Id.* at 4-5.

When a protester and agency disagree over the meaning of solicitation language, we will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all its provisions; to be valid, an interpretation must be consistent with the solicitation when read as a whole and in a reasonable manner. *Kingfisher Sys., Inc.; Blue Glacier Mgmt. Group, Inc., supra* at 4. Here, the interpretation of the solicitation advanced by the protester is unreasonable because it fails to read the solicitation as a whole. Specifically, Salient’s interpretation fails to take into account that vendors were not required to include information about the dollar value of reference contracts as part of their experience submissions, making it clear the agency did not intend to consider

dollar value in assessing whether reference contracts were “similar in scope and scale to the PWS requirements” and demonstrated past “successful performance of similar or same services.” AR, Tab 5c, RFQ attach. 1, Instructions and Evaluation Criteria at 25-26.

Accordingly, the fact that the evaluators did not consider dollar value when assessing the relevancy of Omni’s reference contracts provides no basis for us to question the reasonableness of the evaluation. See e.g., *Martin Electronics, Inc.; AMTEC Corp.*, B-404197 *et al.*, Jan. 19, 2011, 2011 CPD ¶ 25 at 14 (denying argument that past performance evaluation was unreasonable for failing to consider value of reference contracts in assessing relevancy where solicitation did not require dollar value of reference contracts and provided for evaluation based on whether capabilities demonstrated in reference contracts were “the same as or similar to those required” under the solicitation); *Dan River, Inc.*, B-289613, Apr. 5, 2002, 2002 CPD ¶ 80 at 3-5 (denying argument agency unreasonably assessed smaller dollar value reference contracts as relevant where solicitation provided for evaluation based on offerors’ past performance of “similar or relevant procurements,” did not define “similar or relevant,” and did not require contracts to be of comparable dollar value to be “similar or relevant”).⁶

Relevancy of Awardee’s Reference Contracts

The protester next argues that even if the agency could ignore dollar values when assessing the relevancy of vendors’ reference contracts, it was still unreasonable for DCSA to find the awardee’s four reference contracts to be highly relevant. Comments & Supp. Protest at 6. As a representative example, we discuss the protester’s challenge to DCSA’s evaluation of Omni’s “Party Bus” reference contract.

The record shows Omni has been performing the Party Bus contract for the U.S. Air Force since June of 2023, and that the work involves provision of MSP services to manage a multi-tenant cloud DevSecOps platform on Amazon Web Services (AWS) as part of a DOD-wide enterprise service initiative. AR, tab 7a, Omni Quotation--Experience Vol. at 6. The evaluators found this reference highly relevant to the PWS because, among other things, it:

⁶ We are cognizant of our Office’s decisions recognizing “that dollar value is an objective measure of the size (or scale) and complexity” of reference contracts. See e.g., *Bevilacqua Research Corp.*, B-293051, Jan. 12, 2004, 2004 CPD ¶ 15 at 6; *American Artisan Prods., Inc.*, B-29559, B-29559.2, Oct. 7, 2003, 2003 CPD ¶ 176 at 6-7. Unlike the procurements in those decisions, however, here the solicitation provided for an evaluation of the “scope and scale,” not the size and complexity, of reference contracts, and, importantly, did not require vendors to include the dollar value of reference contracts as part of their quotation submissions.

demonstrate[ed] Omni Federal's experience as a prime contractor providing a broad range of cloud and DevSecOps services, including deployment, enhancement, and O&M [operations and maintenance] of common shared services in a multi-tenant environment on AWS GovCloud at DoD IL2-5.^[7] This experience aligns strongly with the NBIS requirement for a secure cloud landing zone in AWS GovCloud at IL5. Omni Federal manages and operates the Party Bus MSP, delivering Cloud Services, DevSecOps Engineering, and Day-Two Operations services, directly mirroring the required NBIS MSP functions.

AR, Tab 25, Omni Evaluation at 2.

The protester contends the agency evaluated only the scope of Omni's Party Bus reference, and failed to evaluate the scale, as required by the solicitation. Comments & Supp. Protest at 6. The agency maintains it reasonably found Omni's reference contract to be relevant as it involved "managing 92 applications (24 at IL5) with 653 continuous CI/CD [continuous integration/continuous delivery] pipelines supporting 600 developers in AWS GovCloud," and thus represented experience that "directly aligns with NBIS requirements for secure cloud landing zones and DevSecOps capabilities." COS at 20.

Relevant here, the PWS scope includes work to enable CI/CD "pipelines used by all NBIS software development teams," and states the agency "estimates there will be between 200 and 500 developers using the DevSecOps environment, tools and services on average at any point in time." PWS at 5. The PWS also requires provision of "software engineering and software operations support for the deployment, maintenance, tuning and monitoring of NBIS applications," including "supporting their use of NBIS CI/CD pipelines." *Id.* These requirements must be performed for "Production systems and applications up to Impact Level 5 (IL5)" and "in AWS GovCloud." *Id.* at 4, 6. The experience certification form included in Omni's quotation for its Party Bus contract, which was completed by an Air Force official, confirms the vendor provided secure cloud landing zone capabilities in an IL5 cloud, provided DevSecOps capabilities for "68 production applications, using 653 different deployment pipelines" which provided tools to 600 software developers "on a daily basis." AR, Tab 7a, Omni Quotation--Experience Vol. at 16.

Based on this record, we find the agency reasonably concluded Omni's Party Bus contract--which involves providing the same type of services in the same impact level environment to a higher number of daily developer users than anticipated by the PWS--to be very similar in scope and scale to the PWS such that it reasonably contributed to an overall rating of high confidence for the experience factor. While the protester argues the agency should have focused its relevancy determination more explicitly on

⁷ IL refers to DOD's information impact level; the solicitation here requires the successful vendor to be responsible for providing services up to IL5. PWS at 6.

the size of reference contracts rather than the type of work performed, Salient has failed to identify any provision in the RFQ that required the agency to limit its evaluation of “scope and scale” in this manner. Moreover, the record does not support the protester’s contention that Omni’s reference contract is not of similar scale to the PWS requirements.

In sum, Salient’s arguments express nothing more than the protester’s disagreement with the agency’s evaluative judgments, which is insufficient to show those judgments are unreasonable. Accordingly, we deny Salient’s challenges to the agency’s evaluation of Omni’s experience. See e.g., *Kingfisher Systems, Inc.; Blue Glacier Mgmt. Group, Inc., supra* at 7-8 (denying challenge to awardee’s experience as not similar in magnitude where agency assessed magnitude based on scope of work and RFQ did not require assessment of magnitude based solely on value or size).

Prime and Subcontractor Experience

For its final challenge to the agency’s evaluation of the awardee’s experience, the protester asserts “DCSA also erred in rating Omni as High Confidence for Factor 2 where Omni relied upon its own experience for only two of the four references,” which is “the minimum number of references the Agency desired from a prime quoter.” Comments & Supp. Protest at 9.

As noted above, the solicitation permitted vendors to submit up to four reference contracts, allowed submission of reference contracts from teaming partners or subcontractors, required at least one reference contract to be from the prime quoter, and stated it was “highly desired to have at least 50 [percent] of the experience references” be from the prime quoter. AR, Tab 5c, RFQ attach. 1, Instructions and Evaluation Criteria at 10. The record shows Omni submitted two reference contracts for itself and two for its teammates. AR, Tab 7a, Omni Quotation--Experience Volume (Vol.) at 2.

The agency explains “Omni’s quote satisfied the requirement for at least one example of prime contractor experience, providing two such examples,” and that Omni’s two examples of “subcontractor experience was consistent with the solicitation criteria and did not diminish the relevance of Omni’s overall experience.” COS at 22. Thus, DCSA maintains, “not only did Omni meet the RFQ requirement to provide at least one example” for the prime quoter, but “they also satisfied the Agency’s ‘high desire’ for at least 50 percent of submitted reference contracts to be from the prime quoter. MOL at 13.

The protester acknowledges that “Omni may have exceeded the minimum number of references required of a prime,” but Salient continues to characterize as unreasonable the agency’s assignment of a rating of high confidence to the awardee’s quotation when Omni “only provided the minimum” amount of DCSA’s highly desired percentage of prime experience. Supp. Comments at 13. In other words, even though 50 percent of Omni’s reference contracts were for the prime, the protester insists a vendor needed to

include some unspecified higher percentage of prime reference contracts in order to merit a rating of high confidence for the experience factor. This insistence is squarely at odds with the solicitation's stated instructions and evaluation criteria.⁸ Accordingly, we deny Salient's challenge to the agency's evaluation of Omni's prime versus subcontractor experience. See e.g., *Spatial Front, Inc.*, B-422058.2, B-422058.3, May 21, 2024, 2024 CPD ¶ 120 at 14-15 (finding no merit in contention agency unreasonably assigned awardee's quotation a rating of high confidence when two of its four references were from a subcontractor because solicitation allowed for up to three of a vendor's four references to be from subcontractors).

Awardee's Level of Effort

Next, the protester contends "Omni's proposal is premised on wholly insufficient staffing" as reflected by its low labor costs, and that as a result the agency should have found Omni's quotation "Inadequate" under the price evaluation factor. Protest at 20. Specifically, Salient argues "DCSA unreasonably found Omni's proposed level of effort ('LOE') 'Adequate' despite Omni proposing roughly [DELETED] of the LOE anticipated by the Agency."⁹ Comments & Supp. Protest at 21.

As noted above, when a protester challenges the evaluation of quotations in an FSS competition we will not reevaluate the quotations but will only consider whether the agency's evaluation was reasonable and in accord with the solicitation and applicable procurement statutes and regulations. *VariQ Corp.*, B-409114 *et al.*, Jan. 27, 2014, 2014 CPD ¶ 58 at 8. A protester's disagreement with the agency's judgment, without more, does not establish that an evaluation was unreasonable. *Id.*; *EA Eng'g, Sci., and Tech., Inc.*, B-417361, B-417361.2, June 13, 2019, 2019 CPD ¶ 218 at 3.

The record reflects DCSA prepared an independent government cost estimate (IGCE) for the requirement at issue here. AR, Tab 16, Award Decision at 21. The IGCE estimated an LOE of 917,282 hours at an estimated cost of \$523,704,458. *Id.* The

⁸ Nor is there anything in the solicitation's ratings definitions to support the protester's contention that a vendor was required to submit prime quoter experience at some percentage higher than 50 in order to obtain a rating of high confidence. Rather, the solicitation defined such a rating as: "Based on the presentation presented in response to the RFQ, the Government has high confidence that the Quoter understands the requirement and will be successful in performing the work outlined in the PWS." AR, Tab 5c, RFQ attach. 1, Instructions and Evaluation Criteria at 26 (emphasis omitted).

⁹ Relatedly, the protester argues "DCSA unreasonably assessed Omni a High Confidence rating for Factor 3, Technical Approach, despite Omni proposing an insufficient workforce." Comments & Supp. Protest at 3. As explained below, the record here provides no basis for us to question the agency's conclusion that Omni quoted an adequate LOE. Accordingly, we similarly have no basis to question the agency's evaluation of the awardee's technical approach based on Omni's quoted LOE.

agency's estimated LOE was not included in the solicitation, nor did the solicitation mandate the number of labor hours vendors must quote. Supp. COS at 7; see generally AR, Tabs 5a, 5c, 5d, 5f, RFQ and RFQ attachs. 1, 2, 4, respectively. Rather than dictating a specific labor mix or number of hours, the agency's intent was for the PWS's scope to be "sufficiently broad and flexible to satisfy requirements that may change over the period of performance and be fully comprehensive to embrace a full complement of services that relate to professional services supporting the government commercial cloud environment." PWS at 4. To this end, the solicitation described DCSA's requirements for a secure cloud landing zone and DevSecOps capabilities to support the NBIS modernization effort and left it to vendors to propose whatever technical approaches and accompanying labor mixes and hours they felt best met the required scope of work. See generally *id.* at 4-19.

With respect to price, the solicitation required vendors to quote prices using the Microsoft Excel "Pricing Workbook" attached to the RFQ. AR, Tab 5c, RFQ attach. 1, Instructions and Evaluation Criteria at 16. The pricing workbook called for submission of cost, hours, and proposed labor categories for each task area CLIN. AR, Tab 5f, RFQ attach. 4, Pricing Workbook at 1, 4. Vendors were instructed to quote fully burdened labor rates either at their FSS contract rates or discounted therefrom. *Id.* at 7; AR, Tab 5c, RFQ attach. 1, Instructions and Evaluation Criteria at 16.

The agency would use "one or more of the techniques defined in FAR 15.404-1" to determine if each vendor's quoted price was "complete and reasonable," and would "evaluate the reasonableness of the Quoter's proposed materials, labor categories, and [fully-burdened labor rates] to execute the PWS and the Quoter's Technical Approach." AR, Tab 5c, RFQ attach. 1 Instructions and Evaluation Criteria at 29. As part of the price "completeness" assessment, the agency would assess "to ensure continuity and traceability of prices to the price and technical volumes," and would "determine the adequacy of the Quoter's quote in addressing and fulfilling the RFQ requirements." *Id.* at 29-30.

The record shows the evaluators "performed a crosswalk review of the proposed labor hours and labor categories from" Omni's pricing workbook and its FSS contract "to ensure consistency with the Quoter's technical volume." AR, Tab 25, Omni Evaluation at 13. Further, the evaluators found Omni's quoted "labor types, quantities, and mix are adequate for the work being performed and reflect a clear understanding of the requirement." *Id.* (emphasis omitted). The evaluators reviewed the labor mix and labor hours Omni quoted for each task area CLIN, finding them adequate in each instance. *Id.* at 13-15. Specifically, the evaluators concluded Omni's quoted labor categories were "adequate based on their specialized knowledge, skills, and experience with similar PWS requirements," and that the quoted labor categories "and hours align with a successful approach to fulfilling the PWS requirements." *Id.* at 15 (emphasis omitted).

As part of the price evaluation, the SSA compared vendors' quoted prices--which ranged from \$424,961,321 to \$550,151,834--to each other and to the independent government cost estimate (IGCE) of \$523,704,458, and concluded the quotations

received were “consistent with the Government’s price expectations.” AR, Tab 16, Award Decision at 21-22. The SSA noted, as permitted by the solicitation, “each quoter proposed their own labor-hour mix based on their own technical approach.” *Id.* at 23. The vendor submissions received by DCSA quoted a range of labor hours from a low of 219,976 to a high of 1,056,976, and the average number of quoted labor hours was 652,346. *Id.* at 23-24. The record reflects that Salient quoted [DELETED] labor hours. According to the SSA, while this high number of quoted labor hours “eliminates the risk of underestimation,” it introduced “the risk of overestimation,” such that the agency might “pay for unnecessary labor, leading to inefficiency and wasted resources.” *Id.* at 24.

With respect to Omni’s quote of [DELETED] labor hours, the SSA noted:

Omni Fed’s proposal is not the lowest quote, which reduces the risk of underestimation. Other vendors proposed fewer labor hours, suggesting that Omni Fed’s quote is conservative enough to avoid significant risk while still being cost-efficient. Omni Fed’s position is below the average but above the lowest bids, which makes it a balanced choice in terms of risk. Awarding the contract to Omni Fed is more advantageous to the Government, as it aligns with the government’s objectives of cost efficiency, risk mitigation, and reasonable labor hours.

AR, Tab 16, Award Decision at 24. The SSA also called out the qualifications of some of the particular labor categories Omni quoted that were likely to ensure the PWS requirements would be met. *Id.* at 30. Based on these assessments, the SSA found Omni’s total labor hours and total labor price adequate, and concluded they reflected “a clear understanding of the requirement,” and “align with a successful approach to fulfilling the PWS.” *Id.* at 30.

The protester takes issue with the agency’s comparison of vendors quoted labor hours to the average number of labor hours quoted by all vendors, asserting there is no evidence the average “established a reasonable number of hours for determining the adequacy of quotes.” Comments & Supp. Protest at 21-22. The agency responds that comparison to the mean/average is an acceptable evaluation technique. Supp. MOL at 18.

The solicitation here specified the agency would use one or more techniques from section 15.404-1 of the FAR to determine whether vendors’ prices were complete and reasonable, and that the price evaluation would include assessment of vendors quoted LOEs. AR, Tab 5c, RFQ attach. 1, Instructions and Evaluation Criteria at 29. Section 15.404-1(b)(2) sets out several price analysis techniques agency evaluators may use, including “[c]omparison of proposed prices received in response to the solicitation,” which is identified as one of two “preferred techniques.” FAR 15.404-1(b)(2)(i), (b)(3). Accordingly, under the circumstances here, we find nothing unreasonable about the agency’s use of comparison of vendors’ quoted LOEs as part of its price evaluation. See e.g., *Blueprint Consulting Servs, LLC d/b/a Excelicon; Trillion ERP Venture Tech*

LLC, B-420190 et al., Dec. 30, 2021, 2022 CPD ¶ 19 at 14-15 (denying challenge to awardee's LOE as part of price evaluation where agency reasonably used comparison of quotations as a price evaluation technique).

Further, Salient argues that "even if the average number of labor hours across quotes provided a reasonable marker for the Agency to rely upon" the record fails to justify the SSA's conclusion that Omni's quotation of [DELETED] less hours (or approximately [DELETED] percent less) than the average provides an adequate LOE.¹⁰ Comments & Supp. Protest at 22. As discussed above, however, the SSA determined Omni quoted a middle-of-the-road LOE that reduced both the performance risks of underestimation and the cost risks of overestimation, thus increasing the likelihood of efficient, successful performance. Further, the SSA considered not only the number of labor hours quoted by Omni, but also the labor mix and specifically noted the desirable qualifications of some labor categories that would, in the SSA's view, contribute to successful performance. AR, Tab 16, Award Decision at 24.

On this record, and in light of the limited documentation requirements applicable to an FSS procurement such as the one here, we find unavailing the protester's contention that the SSA was unreasonable in concluding the awardee quoted an adequate LOE. Accordingly, we deny Salient's challenge to the agency's evaluation of Omni's LOE. See e.g., *VariQ Corp.*, *supra* at 11 (denying challenge to evaluation of vendors' staffing levels where record reflected reasonable evaluation in accord with the RFQ and FAR requirements for documenting FSS source selection decisions).

Evaluation of Protester's Quotation and Best-Value Tradeoff

In addition to challenging the agency's evaluation of Omni's quotation, the protester takes issue with DCSA's evaluation of Salient's quotation under both the technical approach and case study approach factors, contending the evaluators assessed unreasonable risks by applying unstated evaluation criteria and ignoring information in the quotation, failed to assess warranted strengths in the quotation, and evaluated in an internally inconsistent manner. See *generally* Protest at 7-19; Comments & Supp. Protest at 9-21; Supp. Comments at 13-16. We need not address these challenges, however, because, as explained below, even if the agency erred in assigning a rating of low confidence to Salient's quotation under both challenged evaluation factors, we cannot conclude there is a reasonable possibility that Salient was competitively prejudiced by any such errors.

¹⁰ Additionally, Salient contends the agency failed to evaluate Omni's quotation for "continuity and traceability" as required by the solicitation. Comments & Supp. Protest at 1-2. The record before us provides no support for this contention. See AR, Tab 16, Award Decision at 23, 29 (explaining the agency checked for traceability from vendors quotations to their FSS contracts and performed a crosswalk review to ensure quoted FSS contract labor categories competencies were consistent with quoted technical approaches); see also *generally* AR, Tab 24, Technical Evaluation Team Chair Decl.

Relevant here, the record shows the agency conducted a tradeoff analysis comparing Omni's quotation to lower-rated, lower-priced; lower-rated, higher-priced; and equally-rated, higher-priced quotations. AR, Tab 16, Award Decision at 34-35. Specifically, the SSA found:

While not the lowest-priced, Omni Fed's superior technical capabilities, as evidenced by the "High Confidence" ratings across all three key technical factors, and adequate Level of Effort, significantly outweigh the price difference compared to the lower-rated, lower-priced offers, and represents the best value compared to the lower-rated, higher-priced offerors and [the equally-rated] higher priced offeror.

AR, Tab 16, Award Decision at 35.

Competitive prejudice is an essential element of every viable protest, and we will sustain a protest only when a protester demonstrates that, but for the agency's action, it would have had a substantial chance of receiving the award. *CSI Aviation, Inc.*, B-415631 *et al.*, Feb. 7, 2018, 2018 CPD ¶ 68 at 7. Here, even if we were to find, first, that the agency erred in its evaluation of Salient's quotation under both the technical approach and case study approach factors, and, second, that such errors were significant enough to increase the confidence rating assigned to Salient's quotation from the lowest possible rating (low confidence) to the highest possible rating (high confidence) under both factors, *at best*, this would position Salient's quotation as being equally technically-rated and approximately 15 percent higher-priced than Omni's quotation.

The SSA's best value decision was premised, in part, on Omni's "superior technical capabilities," but also took into consideration "the price difference" of Omni's quotation compared both to lower-rated, higher-priced vendors, such as Salient, and, importantly, to another unsuccessful vendor with an equally-rated, higher-priced quotation--the same position Salient might be in were we to find errors in the evaluation of its quotation. AR, Tab 16, Award Decision at 35. The SSA did not find that payment of a price premium for an equally-rated quotation was merited. *Id.* Accordingly, based on the record here, we cannot conclude the protester would have a substantial chance of receiving award even if its evaluation were to improve to a position where Salient's quotation was equally-rated but still higher-priced than Omni's quotation. See e.g., *CSI Aviation, Inc.*, *supra* at 7, 16-17 (finding errors in evaluation of protester's quotation and conduct of discussions did not create a reasonable possibility of prejudice where, even if corrected, the SSA's best value decision--premised on strengths in and significant price advantage of awardee's quotation--would not change).

The protest is denied.

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General Counsel